

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A. 75-3730, 3739(h) AND 3743, as amended, NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURE BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO.

This Lease Agreement should be completed well in advance of the proposed effective date of the Lease and submitted for the approval of the Department of Administration. Clauses printed in this contract are considered mandatory and may only be supplemented, if at all, by a special condition approved by the Department of Administration.

FILL IN ALL BLANKS ACCORDINGLY

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person:
LESSOR NAME:

Address:

City:

State:

Telephone:

Zip Code:

FAX:

Type of Firm: () Individual; () Partnership; () Corporation; () Government
Firm's Taxpayer Identification No.

LESSEE (Second Party or 2nd Party)

Contact Person:
LESSEE NAME:

Address:

City:

State:

Telephone:

Zip Code:

FAX:

Property Description:

Street Address:

City:

County:

State:

Zip Code:

WITNESSETH, that First Party, in consideration of the rents, covenants, and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

1. TERM To have and hold the same for the term of:

- () (a) indefinite, month to month; (specify BEGIN date only)
() (b) indefinite, year to year; (specify BEGIN date only)
() (c) one year; (specify BEGIN date and END dates)
() (d) other (specify length of term in years and months and specify BEGIN date and
END dates) _____
_____;

which term is to BEGIN on _____, 20____, and
which term is to END on _____, 20____.

2. RENTAL PAYMENTS

Second Party agrees to pay equal monthly installments of _____ dollars per month commencing the _____ day of _____, 20____, and on the _____ day of each month thereafter until the term of this lease ends.

Rental payment for the first month shall be prorated if the above-described property is not available for occupancy by the beginning date of the lease. The final rental payment shall be prorated for any partial month's payment that may be due.

The space herein above described contains _____ square feet of space for office use at the rate of _____ dollars per square foot per annum; _____ square feet of floor space for records and property storage use at the rate of _____ dollars per square foot per annum; and _____ (square feet of floor space) (acres, more or less); for other use (specify):

_____.

3. USE OF PREMISES

Second Party shall have the full and unrestricted use of the premises for the term of this lease, or any renewals thereof, for the following purposes:

_____.

The total Full-Time Equivalent (FTE) employees working on these premises is _____.

4. UTILITIES

Public utilities will be furnished and paid for by First Party (1st) or Second Party (2nd) as follows:

- | | | | |
|-----------------------|--------------|------------------|--------------|
| (a) water, | _____ party; | (d) electricity, | _____ party; |
| (b) gas, | _____ party; | (e) heat, | _____ party; |
| (c) air-conditioning, | _____ party; | (f) telephone, | _____ party. |

5. REPAIR OF PREMISES (If building space, otherwise inapplicable)

First Party will pay the costs and will maintain in good repair the exterior walls and windows, roof, structural floors, elevators, and pay the costs and will furnish repairs to heating, air conditioning, plumbing, sewer lines, and electrical wiring and related fixtures.

In order to assure prompt response to maintenance calls, lessor agrees to authorize the lessee to personally contract for required maintenance repairs that are not corrected within three days. The lessor further agrees to authorize the lessee to personally pay invoices for maintenance repairs that remain unpaid 30 days after their submittal. Lessor authorizes the lessee to deduct the amount of said invoices from rental payments due and owing.

Interior repairs of damage caused by Second Party and decoration requested by Second Party shall be furnished and paid by _____ party.

If the interior, contents or fixtures of the leased premises are damaged as a result of failure of the roof, plumbing, or other utilities or items under the control of the First Party, the First Party agrees to pay the costs to repair or replace the contents or fixtures and to make resulting repairs to the interior.

6. ADDITIONAL SERVICES: Additional Services be furnished and paid for by First Party (1st) or Second Party (2nd) as follows:

- | | | | |
|---|--------------|---------------------------------------|--------------|
| (a) Grounds maintenance & landscaping, including cleaning of parking areas, entrances and sidewalks | _____ party; | (d) Custodial service of leased area | _____ party; |
| (b) Snow removal | _____ party; | (e) Custodial service of common areas | _____ party; |
| (c) Pest control | _____ party; | | |

7. SUBLETTING

Second Party shall have the right to sublet any of the space herein leased to any other state agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party. If Second Party sublets to another state agency, Second Party's obligation to pay the rental herein shall cease, provided, however, any such subtenant shall be bound by all conditions of this lease for the balance of the term.

8. UNTENANTABLE PREMISES (If building space, otherwise not applicable)

If these premises shall be damaged by fire, casualty, natural disaster, or other cause so as to be untenable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by the First Party impossible within sixty days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of said damage. Any prepaid rent shall be returned to the Second Party for the period the premises are untenable.

9. TERMINATION FOR FISCAL NECESSITY

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the state agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

10. AUTOMATIC TERMINATION HOLDING OVER

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to lease Special Provision 2; however, if Second Party shall hold over the end of the term without the benefit of renewal, that Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after six (6) months unless written approval of the Secretary of Administration is secured.

11. REMOVAL OF PERSONAL PROPERTY

All personal property, or installed personal property, placed upon the premises by Second Party during occupancy, which may be removed upon vacation by Second Party at the end of the term without substantial damage to the real estate, shall be and remain the sole property of Second Party and may be removed, or if substantial damage would occur, Second Party may elect to remove the property and restore the premises.

12. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

13. ANTI-DISCRIMINATION CLAUSE

The First Party agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. §12101 *et seq.*) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities;

(b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer";

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that a failure to comply with the reporting requirements (c) above or if the First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation shall constitute a breach of the contract;

(f) if the Second Party determines that the First Party has violated applicable provisions of ADA, that violation shall constitute a breach of contract;

(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State Department of Administration.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 13 are not applicable to First Party who employs fewer than four employees or whose contracts with this agency of the Kansas state government total \$5,000 or less during this fiscal year.

14. BINDING EFFECT

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

15. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify, First Party for, any federal, state or local taxes, fees, or assessments, which may be imposed or levied upon the subject matter of the Lease.

16. LIABILITY FOR DAMAGES

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

17. ACCESSIBILITY

If the Department of Administration determines that improvements or changes are required for the Second Party to comply with the minimum standards for accessible design contained in the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), the First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. If the improvements or changes have not or cannot be completed, the Department of Administration may require the Second Party to terminate this Lease upon the giving of 120 days notice in writing to the First Party.

Waiver of any part of this provision must be sought through application to the Director of Facilities Management and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference: Special Provision 6).

The following minimum standards for accessible space shall be required (reference: Special Provision 7):

- An accessible route from an accessible entrance to primary function areas;
- Accessible toilets; and
- Accessible parking, if parking is included in this contract.

18. SPECIAL PROVISIONS

The following Special Provisions indicated by a check and numbered as listed hereafter, or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line.)

If applicable mark a check in the parentheses () below.

- Spec. Prov. 1. () Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of a _____ days notice in writing to First Party.
- Spec. Prov. 2. () Renewal: By the giving of notice in writing to First Party at least _____ days prior to the end of the term specified, Second Party may renew this lease for an additional term of _____ under the same rent, conditions, and terms set out herein.
- Spec. Prov. 3. () Parking: First Party shall furnish to Second Party off-street parking for _____ motor vehicles upon land adjacent to the leased facility.
- Spec. Prov. 4. () Storage: Second Party shall have the unrestricted right to store non-hazardous materials or equipment upon the premises and the right to remove said material at any time during the term of this lease or any renewal thereof.
- Spec. Prov. 5. () Improvements: Second Party may install or construct upon the land, buildings and improvements of a temporary or permanent nature, and such buildings and improvements shall remain the sole property of Second Party and may be removed at any time.
- Spec. Prov. 6. () Waiver: A waiver to the Accessibility Standards as specified in paragraph 17 above is attached, incorporated in this contract and made a part hereof.

Spec. Prov. 7. () Checklist: To verify this contract provides the minimum standards for accessible space, applicable sections of the Division of Facilities Management ADAAG Checklist for Compliance for Buildings and Facilities are attached (reference: paragraph 17).

Spec. Prov. 8. () Floor Plans: Floor plans of the space occupied by the Lessee of this contract are attached.

19. ADDITIONAL SPECIAL PROVISIONS

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number nine (9). Special Provisions all must be listed in numerical order to be considered effective to bind the parties; the First Party and Second Party to this agreement must sign their names immediately following the last listed Additional Special Provision.

APPROVALS OF LESSOR & LESSEE

Lessor

Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the state immediately below is authorized to do so.

Lessee: State Agency Head

Date

APPROVALS OF STATE OF KANSAS: For Use By State Of Kansas Signatories Only

Director of Accounts and Reports, Department of Administration

Date

Attorney, Department of Administration

Date

Director of Facilities Management, Department of Administration

Date

Secretary of Administration

Date